

RULE 63 (37 CFR § 1.63)
DECLARATION FOR PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name, and I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "METHOD AND SYSTEM FOR PROVIDING A PRESENTATION ON A NETWORK," the specification of which is identified as Attorney File No. 3654-1 and attached hereto.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose information which is material to patentability in accordance with 37 CFR 1.56(a) and (b) as set forth on the attached sheet indicated Page 3 hereof and which I have read.

I hereby claim foreign priority benefits under 35 U.S.C. 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s) Number	Country	Day/Month/Year Filed	Priority Claimed Yes No
n/a			

I hereby claim the benefit under 35 U.S.C. 120/365 of all United States and PCT international applications listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in such prior applications in the manner provided by the first paragraph of 35 U.S.C. 112, I acknowledge the duty to disclose information material to patentability in accordance with 37 CFR 1.56(a) and (b) which occurred between the filing date(s) of the prior application(s) and the national or PCT international filing date of this application:

Application Serial No.	Filing Date	Status: <u>patented</u> , <u>pending</u> , <u>abandoned</u>
60/041,770	3/31/98	pending

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

(1)

Inventor's Signature

Robert H. Ogden Date 3/28/98

Inventor's Name (typed):

Robert H. Ogden

Citizenship:

USA

Residence:

3 Golden Eagle Lane
Littleton, Colorado 80127

Post Office Address*:

Same as Residence

(2)

Inventor's Signature

Frank E. Johnson Date 3/31/98

Inventor's Name (typed):

Frank E. Johnson

Citizenship:

USA

Residence:

157 North Buckingham Dr.
Aurora, Illinois 60306

Post Office Address*:

Same as Residence

*Complete Post Office Address in full if different from Residence, otherwise indicate that the Post Office Address is "Same as Residence."

37 CFR §1.56(a) and (b)
DUTY TO DISCLOSE INFORMATION MATERIAL
TO PATENTABILITY

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

(1) prior art cited in search reports of a foreign patent office in a counterpart application, and

(2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

(i) Opposing an argument of unpatentability relied on by the Office, or

(ii) Asserting an argument of a patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.*

*Note, 37 CFR §1.97(h) states: "The filing of an information disclosure statement shall not be construed to be an admission that the information cited in the statement is, or is considered to be, material to patentability as defined in §1.56(b)."

ASSIGNMENT

WHEREAS, we, Robert H. Ogden, of 3 Golden Eagle Lane, Littleton, Colorado 80127 and Frank E. Johnson, of 157 North Buckingham Dr., Aurora, Illinois 60506, have invented a certain new and useful invention entitled "METHOD AND SYSTEM FOR PROVIDING A PRESENTATION ON A NETWORK," for which an application for Letters Patent of the United States has been prepared for filing, said application being identified as Attorney File No. 3654-1 and executed on even date herewith;

NOW THEREFORE, be it known that we, the said inventors, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, Broadband Associates, Inc., a Delaware corporation having a place of business at 2 West Dry Creek Circle, Suite 270, Littleton, Colorado 80120, its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; we also assign any right, title or interest in and to the invention which has not already been transferred to the assignee; we warrant that we have made no assignment of the invention, application or patent therefor to a party other than Broadband Associates, Inc., and we are under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to Broadband Associates, Inc., its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

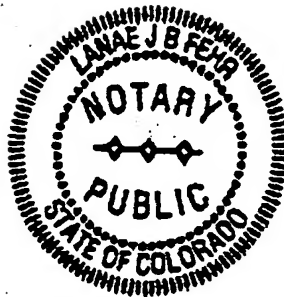
Date: 3/28/98

By: Robert H. Ogden
Robert H. Ogden

Date: 3/31/98

By: Frank E. Johnson
Frank E. Johnson

STATE OF *Colorado*)
COUNTY OF *Arapahoe*) ss.



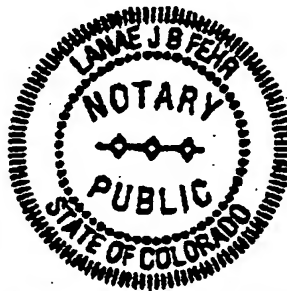
Before me, a Notary Public in and for said County and State, personally appeared Robert H. Ogdon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 31st day of March, 1998.

Lanae J B Fear
Notary Public

My Commission Expires: _____ MY COMMISSION EXPIRES:
November 26, 2001

STATE OF *Colorado*)
COUNTY OF *Arapahoe*) ss.



Before me, a Notary Public in and for said County and State, personally appeared Frank E. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 31st day of March, 1998.

Lanae J B Fear
Notary Public

My Commission Expires: _____ MY COMMISSION EXPIRES:
November 26, 2001

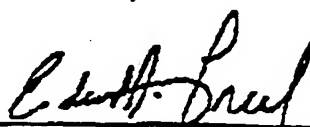
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "BROADBAND ASSOCIATES, INC.", CHANGING ITS NAME FROM "BROADBAND ASSOCIATES, INC." TO "MSHOW.COM, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF MAY, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

2598887 8100

991193897


Edward J. Freel, Secretary of State

AUTHENTICATION:

9747573

DATE:

05-17-99

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this 10th day of May, 2002 by and between MSHOW.COM, INC., a Delaware corporation, with its principal office located at 1745 Shea Center Drive, Suite 380, Highlands Ranch, Colorado 80129 ("Assignor") and INTERCALL WEB CONFERENCING, INC., a Delaware corporation, with its principal place of business located at 8420 West Bryn Mawr, Suite 400, Chicago, Illinois 60631 ("Assignee").

WHEREAS, Assignor and Assignee, have entered into that certain Asset Purchase Agreement dated February 22, 2002 and accepted as of February 26, 2002 pursuant to which Assignor has agreed to assign to Assignee certain Intellectual Property and associated goodwill to Assignee ("Asset Purchase Agreement"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an integral and necessary part of the transaction, it is hereby agreed that:

1. Assignment of Trademarks. Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to all trade names, trademarks, service marks, logos, assumed names, brand names and all registrations and applications therefor together with the goodwill of the business symbolized thereby as used in the Business or in which Assignor or its Business has any interest (the "Assigned Marks"), including but not limited to those trademarks, service marks, registrations and applications which are listed on Schedule A attached hereto which forms a part hereof, and the right to sue for all past, present and future infringements of the Assigned Marks.

2. Assignment of Patents. Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to all U.S. and foreign patents and pending patent applications together with any and all continuations, continuations in part, divisions, reissues, extensions and renewals thereof as used in the Business or in which Assignor or its Business has any interest (the "Assigned Patents"), including but not limited to those the issued patents and filed patent applications which are listed on Schedule B attached hereto which forms a part hereof, and the right to sue for all past, present and future infringements of the Assigned Patents.

3. Assignment of Other Intellectual Property. Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to any and all trade secrets, know-how, inventions, designs, formulae and processes, whether trade secrets or not, copyrights and any registrations and applications therefor, technology rights and licenses, and all other intellectual property owned by, registered in the name of, or used in the Business or in which Assignor or its Business has any interest or is otherwise necessary for the ownership and use of the Assigned Marks and Assigned Patents (the "Other Intellectual Property", together with the Assigned Marks and Assigned Patents, the "Intellectual Property Assets"), to the full extent of the scope of use therein described, together with goodwill and all business connected with the use of and symbolized by the Other Intellectual

Property and the right to sue for all past, present and future infringements or misappropriation of the Other Intellectual Property.

4. Technical Documentation. Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Intellectual Property Assets.

5. Further Assurances. Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Intellectual Property Assets.

7. Duration. This Agreement is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

(Signatures on Following Page)

(Signatures to Intellectual Property Assignment Agreement)

IN WITNESS WHEREOF, Assignor has hereunto set its hand as of the date set forth above.

ATTEST:

ASSIGNOR: MSHOW.COM, INC.

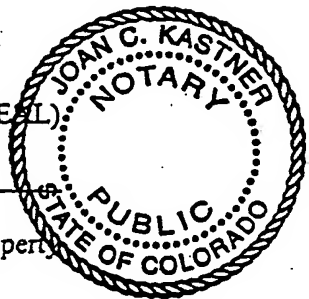
By: Robert H. Ogden
Chairman

State of Colorado, County of Denver, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Robert H. Ogden, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the Chairman and Secretary of MSHOW.com, Inc., a Delaware corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said MSHOW.com, Inc.

Given under my hand and seal this 14th day of May, 2002.

Joan C. Kastner (SEAL)
Notary
My Commission expires: 4-3-05



For purposes of identification only, Assignee has signed this Intellectual Property Assignment Agreement.

ATTEST:

ASSIGNEE: INTERCALL WEB
CONFERENCING, INC.

By: _____

SCHEDULE A
Trademarks

Mark	Reg. / App. No	Reg. / App. Date
MSHOW.COM	2,528,452	1/8/02
M.SHOW	2,219,373	1/19/99
TOGETHERWARE	2,393,773	10/10/00
M and Design	75,934,341	3/3/00
MSHOW.COM, INC	75,719,378	6/2/99
MOVE THE IDEA		
ISEMINAR		
ISTREAM		
THE INTERACTIVE		
BROADCASTING COMPANY		
V.SHOW		
BROADBAND and Design		
M.CALL		

SCHEDULE B
Patents

1. "Method and System For Providing A Presentation On A Network"
 - a. United States 6,161,137 based on provision application no. 06/041,770
 - b. Australia 68829/98
 - c. Canada 2,284,797
 - d. Cuba 149/99
 - e. Europe 98914484.5
 - f. Israel 132,060
 - g. Mexico 9908956
 - h. Singapore 9904778-9
2. Continuation-in-part based on US 6,161,137 filed 7/25/00; "Providing A Presentation On A Network Having A Plurality of Synchronized Media Types"; MSHOW.com, Inc.; status unknown
3. Continuation of US 6,161,137 filed 9/29/00; "Method and System for Using Multiple Networks To Provide A Presentation"; MSHOW.com, Inc.; status unknown
4. Continuation-in-part based on US 6,161,137; not yet filed; "Multi-Stream Presentation On A Communications Network"; MSHOW.com, Inc.; in development and not yet drafted

ASSIGNMENT

WHEREAS, InterCall Web Conferencing, Inc., a Delaware corporation having a place of business at 8420 West Bryn Mawr, Suite 400, Chicago, Illinois 60631, is the owner of an entire interest in and to the following documents (the "DOCUMENTS" herein):

1. U.S. Patent No. 6,161,137, entitled "METHOD AND SYSTEM FOR PROVIDING A PRESENTATION ON A NETWORK," filed March 31, 1998, said patent having an issue date of December 12, 2000.
2. U.S. Application Serial No. 09/624,902, entitled "PROVIDING A PRESENTATION ON A NETWORK HAVING A PLURALITY OF SYNCHRONIZED MEDIA TYPES," said patent application having a filing date of July 28, 2000, said patent application being a continuation-in-part of U.S. Patent No. 6,161,137 identified above.
3. U.S. Application Serial No. 09/675,527, entitled "METHOD AND SYSTEM FOR USING MULTIPLE NETWORKS TO PROVIDE A PRESENTATION," said patent application having a filing date of September 29, 2000, said patent application being a continuation of U.S. Patent No. 6,161,137 identified above; and
4. Documents for subsequent preparation of patent application (not as yet prepared) which would be a Continuation-In-Part of U.S. Patent No. 6,161,137, entitled "MULTI-STREAM PRESENTATION ON A COMMUNICATIONS NETWORK," (Attorney Docket No. 5063-4-3).

WHEREAS, InterCall, Inc., a Delaware corporation having a place of business at 8420 West Bryn Mawr, Suite 400, Chicago, Illinois 60631, is desirous of acquiring said interest in the DOCUMENTS,

NOW THEREFORE, be it known that for the amount of \$ 10.00 and other certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, InterCall Web Conferencing, Inc. does sell, assign and transfer to InterCall, Inc., its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country, InterCall Web Conferencing, Inc. also assigns any right, title or interest in and to the said invention which has not already been transferred to InterCall, Inc.; InterCall Web Conferencing, Inc. warrants that no assignment has been made of the invention, application or patent therefor to a party other than InterCall, Inc. and is under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and InterCall Web Conferencing, Inc. further agrees to cooperate with InterCall, Inc. hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming InterCall, Inc.'s exclusive ownership of the invention, but at the expense of InterCall, Inc.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to InterCall, Inc., its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day indicated hereunder.

Date: 2-19-03

By: 

Robert Wise
Vice President and General Counsel

Alabama
State of ~~Mississippi~~

County of Chambers

ss.

Before me, a Notary Public in and for said County and State, personally appeared Robert Wise, who acknowledged himself to be the Vice President and General Counsel of InterCall Web Conferencing, Inc. and that he as such Vice President and General Counsel, being authorized to do so, executed the foregoing instrument for the purposes and considerations therein expressed, by signing the name of the corporation by himself as Vice President and General Counsel.

Given under my hand and seal of office this 19th day of February 2003.



Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JAN. 23, 2007.

